



DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
CITY OF CHICAGO

October 26, 2015

Robert Graham
Director of Auxiliary Services
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, IL 60606

RE: IGA for Fuel & Equipment Services

Dear Robert:

Enclosed are two signed copies of the IGA for fuel & equipment services. Please let me know if you have questions.


Jennifer Muss
Deputy Commissioner

JM/cjv

ORIGINAL

Fuel Supply and Equipment Maintenance and Repair Agreement
By And Between
The City of Chicago
By and Through
Its Department of Fleet and Facility Management
And
The City Colleges of Chicago

This Fuel Supply and Equipment Maintenance and Repair Agreement (the "**Agreement**"), is made and entered into as of October 7, 2015 by and between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet and Facility Management ("**2FM**"), and the City Colleges of Chicago ("**CCC**"), a municipal corporation.

RECITALS:

WHEREAS, CCC wishes to purchase fuel and other ancillary liquids from the City; and

WHEREAS, CCC desires to have access to the City's fueling sites and the City desires to give CCC access to its fueling sites; and

WHEREAS, gas cards will be used to control fuel usage and for invoicing; and

WHEREAS, CCC desires 2FM to maintain and repair certain CCC Equipment (as hereinafter defined) on a regular basis (such maintenance and repair work as detailed in Article Three is defined herein as the "**Work**"); and

WHEREAS, each and every time Work is performed on any piece of Equipment, 2FM will prepare a detailed work order to document the parts and labor for the Work performed; labor hours for Work performed will be billed at the agreed upon shop rate of One Hundred Fifteen Dollars (\$115.00) per hour, and parts used in a Work assignment will be billed to CCC at the invoiced cost to 2FM; and

WHEREAS, 2FM's authority to execute this agreement is stated at City Municipal Code Section 2-51, and the CCC Board of Directors has authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Article One: Incorporation of Recitals

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

Article Two: Fuel and Services

2.01 Prior to the execution of this Agreement, CCC will provide the City with copies of all documents evidencing title to City Colleges' vehicles. CCC shall provide the City with reasonable access to its books and records relating to all vehicles which are owned and operated by CCC and which are utilizing the City's fueling system in accordance with the terms of this Agreement.

2.02 CCC shall have access to all of the City's fueling sites, which are listed on **Exhibit A** attached hereto, throughout the Term of this Agreement.

2.03 The cost of unleaded and diesel fuels shall be the cost of such fuels to the City, including all applicable taxes, plus an additional charge of 35 cents per gallon (the charge of 35 cents per gallon shall be referred to as the "**Per Gallon Charge**"). The Per Gallon Charge shall cover the costs of transmission fluid, oil, antifreeze and windshield wiper solvent provided to CCC's vehicles.

2.04 The City shall issue a gas card to those individuals designated by CCC. Upon the initial issuance of a card or the issuance of a replacement card, CCC shall pay the City a non-refundable fee of \$15 per card

2.05 Within 30 days after the end of each month, the City shall send a statement to CCC which details fuel consumption by vehicle for such month and will also state the amount of fuel consumed by CCC to date (the "**Monthly Statement**"). Independent reports for unleaded and diesel fuel usage will be provided. CCC will pay all invoices submitted by 2FM within 30 days from the invoice date. If CCC fails to pay an invoice then the City may cease service and terminate this Agreement by providing written notice to CCC. Unpaid invoices over 60 days shall result in a 1.5% late fee on any outstanding balance, or the maximum allowed by law.

Article Three: The Work

3.01 Equipment

Exhibit B lists the CCC equipment (the “**CCC Equipment**” or “**Equipment**”) subject to this Agreement. CCC reserves the right to add and/or delete mutually agreed upon units to the Equipment list stated in Exhibit B.

3.02 Work Transition Dates/Prior Contracts

2FM will begin performing Work on the Equipment on a mutually agreed upon date.

3.03 Description of Work

- (a) Small Repairs, Routine Maintenance. 2FM will perform small repairs, routine maintenance, wash services, and preventative maintenance on Equipment as requested by CCC or, when the CCC otherwise approves a 2FM work order for the Work desired.
- (b) Large Repairs. If large repairs on a unit of Equipment are indicated (either by request of CCC or by recommendation of 2FM), then a specific document in the form of **Exhibit C** authorizing large repairs must be signed by the designated CCC representative. For purposes of this section, “**large repairs**” are repairs to a unit of Equipment costing individually or in the aggregate Three Thousand Five Hundred Dollars (\$3,500) or more by 2FM’s good faith estimate.
- (c) Description of Repairs. 2FM is prepared to provide full service Work to CCC. Work on Equipment may include, but not be limited to, maintenance and repairs to mechanical components, engines, body work, glass, electrical systems, hydraulic systems and tires, and other Work, and may include repair and/or replacement of parts. All Work will be performed by trained service technicians.
- (d) Subcontracted Work. 2FM has several subcontracts with vendors to perform various types of repair work on vehicles. If the Work that is required on CCC Equipment is Work that 2FM has subcontracted to a vendor, such vendor may perform the required Work on CCC Equipment. 2FM will pass-through the charges for the Work performed by subcontracted vendors to the CCC at the contracted service price per unit including parts plus a five percent (5%) administrative fee. 2FM will bill for such passed-through charges as a part of its regular billing to CCC. CCC reserves the option to subcontract with vendors other than the City of Chicago to perform various types of repair work on vehicles, for which CCC will directly pay the vendor. 2FM will inform CCC of any unusual P.M. (preventative maintenance) notifications as they occur.

- (e) Cost of Work. All labor hours for Work performed will be billed utilizing the agreed upon shop rate of One Hundred Fifteen Dollars (\$115.00) per hour (the “**Shop Rate**”). 2FM will review its Shop Rate on an annual basis and decide whether to adjust the Shop Rate to reflect increases in 2FM’s labor costs or other associated costs with performing the Work. The effective date of any changes shall be January 1st of the following year. If there is a change in the Shop Rate, CCC reserves the right to terminate within one hundred eighty (180) days of the effective new date of such Shop Rate change with no increase to the originally agreed Shop Rate.
- (f) Scheduling and Priorities. 2FM reserves the right to control and adjust the scheduling of any Work and the priority of any specified Work. Consistent with its overall scheduling and priority requirements as a City Department, 2FM will use its best efforts to perform all Work in a timely manner. CCC must provide 2FM with a current Daily Equipment Requirement Listing.
- (g) Delivery and Pick-up. Unless otherwise agreed to by 2FM, CCC will be responsible for delivery of Equipment to 2FM’s maintenance locations and will be responsible for pick-up of Equipment when Work is completed. CCC, however, reserves the right to invoke the provisions stated in paragraphs 3.09 and 3.10. CCC will be responsible for delivery, coordination and shuttle for these purposes as appropriate and as determined by CCC. Shuttle and delivery of CCC Equipment to and from the outside vendors from 2FM facilities will be the responsibility of 2FM.

3.04 Wash Service; Contract Commercial Locations.

Upon development of policies and guidelines for this purpose, and at CCC’s option, CCC may utilize 2FM’s account at the various commercial wash service locations in the City under contract with 2FM and listed in **Exhibit D** for cars and smaller trucks. If CCC uses this service, 2FM will pass-through the wash service charges, to CCC at the contracted wash service price per unit plus a five percent (5%) administrative fee. 2FM will bill for such passed through charges as a part of its regular billing to CCC. 2FM’s billing for this service must include the vehicle’s ID number [V.I.N.] and the name and badge number of the CCC employee who delivers a vehicle for wash service.

3.05 Emissions Testing/Other Governmental Requirements.

As owner of the Equipment, CCC is responsible for meeting emission test requirements and other governmental requirements applicable to its non-revenue Equipment. 2FM has no responsibility or duty under this Agreement for emission testing or other owner responsibilities.

If Equipment fails to meet emission test requirements, then 2FM will repair any such Equipment to a 2FM work order approved by CCC and under the provisions of this Agreement.

3.06 Parts.

On June 7, 2000, the City Council approved an ordinance authorizing an agreement between 2FM and Genuine Parts Company doing business as NAPA Auto Parts ("NAPA") for parts supply and parts management. Subsequently, on September 24, 2014 the contract was modified to provide an extension through September 30, 2017.

NAPA performs the parts inventory supply management and delivery functions. 2FM will charge CCC for parts used in the Work on a pass-through basis, dollar-for dollar. Charges to CCC will include a five percent (5%) mark-up to cover administrative fees and consumable materials used in the performance of maintenance and/or repair services. Such consumable products typically include items such as aerosol lubricants/cleaners, rags, oil absorbents, et cetera.

3.07 Road Service.

2FM will provide road service for CCC Equipment at the agreed upon Shop Rate plus one-half hour travel time for each road service call performed by one technician.

3.08 Towing.

At the option of CCC, 2FM will provide towing services for disabled Equipment. Towing services will be provided by 2FM's regular private contractor towing services under contract with 2FM. The contract cost for towing will be passed-through to CCC, dollar-for-dollar. Charges to CCC will be based on vendor invoice plus a five percent (5%) mark-up to cover administrative fees. 2FM will bill for such passed through charges as a part of its regular billing to CCC. 2FM will provide CCC with current contract pricing for such tows. 2FM will update price lists as changes occur.

3.09 Defective Workmanship.

- (a) CCC Inspection. CCC agrees to promptly inspect completed Work within seven (7) days and to promptly bring Re-Work to 2FM's attention. 2FM agrees to make a good faith determination whether any Work is a new assignment or Work which qualifies as Re-Work. Re-Work will be performed by 2FM at no cost to CCC.
- (b) Cooperation. Both 2FM and CCC agree that they will work in good faith and harmony and with full cooperation to resolve any issues arising from or out of Re-Work.

3.10 Manufacturer Recall.

Upon receipt of notification of manufacturer's recall from CCC, 2FM will coordinate the manufacturer's recall work through its respective dealership network.

3.11 Representatives/Dispute Resolution.

- (a) Representatives. 2FM's representative to administer this Agreement is named in **Exhibit E-1** (the "**2FM Representative**"). CCC's representative to administer this Agreement is named in **Exhibit E-2** (the "**CCC Representative**"). Both 2FM and CCC will also appoint an Alternate Representative to serve in the event the Primary Representative is unable to serve.
- (b) Dispute Resolution. If the 2FM Representative and the CCC Representative cannot agree on a resolution of issues arising from or out of this Agreement, including but not limited to:
 - (i) Work within the scope of this Agreement;
 - (ii) Work Scheduling;
 - (iii) Charges for Work;
 - (iv) Re-Work;
 - (v) Charges for Re-Work;
 - (vi) Work Priorities; and
 - (vii) Work under manufacturer's or dealer's warranty;

then, the 2FM Representative will promptly report any such disagreement to the Commissioner of 2FM (the "**Commissioner**") and the CCC Representative will promptly report to the CCC Vice Chancellor of Administrative and Procurement Services. The Commissioner and the Vice Chancellor are responsible for promptly resolving any such disagreement in good faith and in a cooperative manner.

Article Four: Funding

4.01 Beginning one month after the mutually agreed start date, CCC will pay all invoices submitted by 2FM within thirty (30) days from the invoice date. If CCC fails to pay an invoice, then the City may cease the Work and terminate this Agreement by providing written notice to CCC. Unpaid invoices over sixty (60) days shall result in a one and five-tenths percent (1.50%) late fee on any outstanding balances.

4.02 Within thirty (30) days after execution of this Agreement, or such longer period of time as agreed to by the Commissioner, CCC will provide 2FM with copies of all active warranties for the Equipment and the duration of the warranties. If 2FM discovers that the Work to be done on a certain piece of Equipment is covered by a warranty, 2FM will notify CCC of such warranty, and 2FM and CCC will decide at that time how the Work will be performed. If the Work is performed on Equipment under a warranty by an entity other than 2FM, 2FM reserves the right to inspect such Work after it is performed. 2FM shall not be responsible for Work that is performed on Equipment which may violate or terminate a warranty on such piece of Equipment, if 2FM does not know such warranty exists.

4.03 CCC will provide 2FM with reasonable access to records relating to the Equipment as requested by 2FM. 2FM will provide CCC with read-only access to its M4 computer system (2FM maintenance database). CCC will provide terminals and data lines for this purpose.

Article Five: Term

5.01 The term of the Agreement shall commence on the date of its execution and shall expire on **June 30, 2020** (the "Extension Date").

5.02 Either party may terminate this Agreement upon ninety (90) days prior written notice to the other.

Article Six: Consent

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven: Notice

Notice to the CCC shall be addressed to:

Vice Chancellor of Administrative and
Procurement Services
City Colleges of Chicago

226 West Jackson Boulevard
Chicago Illinois 60606

Notice to the City shall be
addressed to:

Commissioner
Department of Fleet and Facility
Management (2FM)
30 North La Salle Street, Room 300
Chicago, Illinois 60602

and

Corporation Counsel
City Hall, Room 600
121 North La Salle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above will be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) above will be deemed received on the day immediately following deposit with the overnight courier and if sent pursuant to clause (d) above will be deemed received two (2) days following deposit in the mail.

Article Eight: Assignment; Binding Effect

8.01 This Agreement or any portion thereof may not be assigned by either party without prior written consent of the other party.

8.02 This Agreement shall inure to the benefit of and shall be binding upon the City, CCC and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine: Modification

This Agreement may not be altered, modified, or amended except by written instrument signed by all of the parties hereto.

Article Ten: Compliance With Laws

The parties hereto will comply with all federal, state, and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven: Governing Law and Severability

This Agreement is governed by the laws of the State of Illinois. If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, then such circumstance will have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part hereof.

Article Twelve: Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original.

Article Thirteen: Entire Agreement

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

Article Fourteen: Authority

Execution of this Agreement by 2FM is authorized by Section 2-51 of the City Municipal Code. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen: Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of 2FM or CCC shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving 2FM and CCC.

Article Seventeen: Construction of Words

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter and the feminine form shall include masculine and neuter.

Article Eighteen: No Personal Liability

No member, official, employee or agent of 2FM or CCC shall be individually or personally liable in connection with this Agreement.

Article Nineteen: Insurance

19.01. Both CCC and 2FM understand and agree that both parties are self-insured.

19.02. To the extent permitted by law, CCC may self-insure for 2FM's insurance requirements:

- (a) Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for accident or illness.
- (b) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability.
- (c) When any motor vehicles (owned and hired) are used in connection with Work to be performed, CCC shall provide Automobile Liability Insurance with limits of

not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

Article Twenty: Mutual Indemnification

20.01 2FM hereby agrees to indemnify and hold harmless CCC and its directors, officers and employees (the "**CCC Indemnities**") from and against any and all liabilities, losses, damages, fines, or expenses, including reasonable attorneys' fees, suffered by, or accrued or brought against CCC Indemnities resulting from or arising out of any claim, lawsuit, demand, loss, settlement or judgment, of any nature whatsoever, brought by any person or party arising out of or with respect to the services provided hereunder, or any failure of performance, negligent performance or wrongful performance of 2FM or its directors, officers, employees, agents or subcontractors hereunder.

20.02 CCC hereby agrees to indemnify and hold harmless the City, 2FM and their respective officials, its directors, officers and employees (the "**2FM Indemnities**") from and against any and all liabilities, losses, damages, fines, or expenses, including reasonable attorneys' fees, suffered by, or accrued or brought against 2FM Indemnities resulting from or arising out of any claim, lawsuit, demand, loss, settlement or judgment, of any nature whatsoever, brought by any person or party arising out of or with respect to the services provided hereunder, or any failure of performance, negligent performance or wrongful performance of CCC or its directors, officers, employees, agents or subcontractors hereunder.

In Witness Whereof, each of the parties has caused this Agreement to be executed and delivered as of the date first written above.

City of Chicago, Illinois by and through the
Department of Fleet and Facility Management (2FM)

By:

Commissioner

Department of Fleet and Facility Management (2FM)

City Colleges of Chicago

E

Charles R. Middleton, Chairman of the Board of Trustees

APPROVED AS TO LEGAL FORM

Dated: 10/1, 2015

By:

Eugene L. Munin
General Counsel, City Colleges of Chicago

Date

Schedule of Exhibits

<u>Exhibit</u>	<u>Description</u>
A	List of City Fueling Sites
B	List of CCC Equipment
C	2FM form for authorizing large repairs
D	2FM Wash Service locations
E-1	2FM Representative
E-2	CCC Representative

EXHIBIT A

**Department of Fleet Management-Fuel Management Division
All City-Wide Fueling Facilities**

Service	SITE NUM	Site Address	Ward	Fuel Types Available	Hrs of Operation
60642	FS001	1685 N. Throop St	32nd	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60626	FS002	6445 N. Ravenswood	40th	Unleaded, Diesel, E85	7am – 11pm Closed all Holidays
60624	FS003	4233 W. Ferdinand	28th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr Closed All Holidays
60609	FS004	3746 S. Iron	11th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60630	FS005	4833 W. Sunnyside	45th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60617	FS006	10101 S. Stony Island	7th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60643	FS008	10420 S. Vincennes	19th	Unleaded, Diesel, E85	7am – 11pm Closed all Holidays
60621	FS009	25 West 65 th Street (Corner of 65th/State)	20th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr Closed All Holidays
60618	FS205	3245 N. Campbell	47th	Unleaded, E85	7 Day / 24 Hr

CITY COLLEGES OF CHICAGO VEHICLE INVENTORY (page 1 of 2)					EXHIBIT B						
College	Year	Vehicle	VIN Number	Cost New	Garage Location	Fleet Mgmt. ID #	Title	Odometer	Add./Del.	Date	Comment
1 District Office	2008	Toyota Prius (Green)	JTDKB20U53362184	\$25,552	Chicago, Illinois	CC1001	Yes	60,390 Add.			
2 District Office	2008	Toyota Prius (Black)	JTDKB2DU383635317	\$25,552	Chicago, Illinois	CC1002	Yes	56,650 Add.			
3 District Office	2010	Ford Escape	1FMCU9K4XK4818591	\$29,944	Chicago, Illinois	CC3900	Yes	38 Add.		12/9/2009	
4 District Office	2008	Saturn Vue Hybrid	3GSGC53Z2395930432	\$27,030	Chicago, Illinois	CC1005	Yes	10,142 Add.		4/28/2009	
5 District Office	2013	Ford Econoline Sports Van	1FBN3BL2DDA01959	\$25,279	Chicago, Illinois	CC3505	Yes	39,384 Add.		7/11/2014	purchased from Enterprise
6 District Office	2013	Ford Econoline Sports Van	1FBN3BL2CDDA7704	\$25,279	Chicago, Illinois	CC3506	Yes	Add.		9/4/2014	purchased from Enterprise
7 Daley College	1994	GMC Sierra	1GTHK34NKE31731	\$14,949	Chicago, Illinois	CC3209	Yes	12,351			
8 Daley College	2002	Ford Explorer	1FMYU8D92U890829	\$20,800	Chicago, Illinois	CC3910	Copy	81,203			
9 Daley College	2008	Ford Escape	1FMCU9H7KKA459584	\$25,304	Chicago, Illinois	CC3901	Yes	48,285 Add.		4/27/2007	
10 Daley College	2012	Ford Super Duty PU	1FTRF3D62CEB84211	\$32,839	Chicago, Illinois	CC3210	Yes	640 Add.		5/14/2012	
11 Daley College	2013	Ford Expl. Police Interceptor	1FMSKAR8DGA51118	\$25,898	Chicago, Illinois	CC3923		1,053 Add.		6/18/2012	
12 Daley/AVI	2001	Ford Explorer	1FMYU8D97UC39802	\$22,985	Chicago, Illinois	CC3911		22,813			
13 Daley/AVI	2004	Ford Super Duty PU	1FTRF3D62CEB84211	\$27,193	Chicago, Illinois	CC3200	Yes	625 Add.		6/22/2004	
14 Daley/AVI	2014	Ford Expl. Police Interceptor	1FMSKAR8E1EG69525	\$25,898	Chicago, Illinois	CC3924	Yes				
15 Kennedy-King College	2003	Ford Explorer XLS	1FMZU6K30JUA20531	\$24,000	Chicago, Illinois	CC3912	Yes	14,550			
16 Kennedy-King College	2008	Ford Explorer XLS	1FMZU6K30JUA20530	\$24,000	Chicago, Illinois	CC3913	Yes	11,088			
17 Kennedy-King College	2007	Ford Escape	1FMCU9H7KKA21445	\$27,675	Chicago, Illinois	CC3903	Yes	65,112 Add.			
18 Kennedy-King College	2007	Ford Escape	1FMCU9H7KKA21445	\$27,675	Chicago, Illinois	CC3904	Yes	65,630 Add.		7/11/2006	
19 Kennedy-King College	2008	Ford F-250 PU	1FTNE215H8E33933	\$25,733	Chicago, Illinois	CC3901		4,094 Add.		7/11/2006	
20 Kennedy-King College	2013	Ford Expl. Police Interceptor	1FMSKAR8DGA51119	\$25,898	Chicago, Illinois	CC3921	Yes	Add.			
21 Kennedy-King College	2013	Ford Expl. Police Interceptor	1FMSKAR8DGA51120	\$25,898	Chicago, Illinois	CC3922	Yes	Add.		5/18/2012	
22 Dawson Technical Inst.	1984	International 4000 SERS	1HTSD0FN3R5E52782	\$75,000	Chicago, Illinois						Donation from ComEd
23 Dawson Technical Inst.	2001	International 4000 SERS	1HTSD0A51H383369	\$75,000	Chicago, Illinois		Yes	Add.		7/10/2014	Donation from ComEd
24 Dawson Technical Inst.	2003	International 4000 SERS	1HTVGAAFR3J08093	\$75,000	Chicago, Illinois	CC3900	Yes	Add.		5/10/2012	Donation from ComEd
25 Washburne Culinary Inst.	2003	Dodge Sprinter Cargo Van	WD2YD742535568780	\$42,760	Chicago, Illinois	CC3401	Yes	1,190 Add.		5/10/2012	
26 Washburne Culinary Inst.	2013	Mitsubishi FE 160	4JGBNE140D1002122	\$55,085	Chicago, Illinois	CC3401	Yes	Add.		4/28/2004	
27 IWVCC	1998	Chevy Venture	1GNDX03E1W0215352	\$17,847	Chicago, Illinois	CC3902	Yes	52,343			
28 IWVCC	2004	Ford Explorer	1FMZU72K542A16744	\$25,579	Chicago, Illinois	CC3914	Yes	10,628 Add.		10/7/2003	
29 IWVCC	2005	Dodge Sprinter Van	WD2YD744555755319	\$33,662	Chicago, Illinois	CC3901	Yes	3,052 Add.		5/18/2005	
30 IWVCC	2013	Ford E350	1FBS3BL0DDA43705	\$28,453	Chicago, Illinois	CC3503	Yes	Add.			
31 Malcolm X College	1996	Dodge Maxi Wagon	2B5WB9352X1K145798	\$21,980	Chicago, Illinois	CC3901	Yes	37,695			
32 Malcolm X College	1997	Supreme Sedan Bus	1GDL631J2V1011569	\$45,000	Chicago, Illinois	CC2402	Yes	21,957			
33 Malcolm X College	2004	Ford 250 Super Duty PU	3FTNE21L43MB17946	\$35,000	Chicago, Illinois	CC3202	Yes	9,793 Add.		5/31/2005	
34 Malcolm X College	2005	Dodge Grand Caravan	1D0G624K3B323598	\$19,573	Chicago, Illinois	CC3802	Yes	44,786 Add.		9/28/2005	
35 Malcolm X College	2005	Ford Supreme Mini Bus	1FDXE45S76HA04280	\$32,943	Chicago, Illinois	CC2403	Yes	20,162 Add.		1/5/2006	
36 Malcolm X College	2006	Ford Explorer	1FMEU72E48UA56211	\$29,453	Chicago, Illinois	CC3915	Yes	33,340 Add.			
37 Malcolm X College	2008	Saturn Vue Hybrid	3GSGC53Z23959397525	\$27,280	Chicago, Illinois	CC1004	Yes	2,512 Add.		5/28/2009	
38 Olive-Harvey College	1994	GMC Pick-Up	1GTHK34NKE30997	\$17,019	Chicago, Illinois	CC3208	Yes	195,466			
39 Olive-Harvey College	2003	Ford Explorer XLS	1FMZU72K542A16744	\$24,000	Chicago, Illinois	CC3916	Yes	42,825		6/18/2004	
40 Olive-Harvey College	2004	Ford Explorer	1FMZU72K542A16744	\$24,000	Chicago, Illinois	CC3916	Yes	7,417 Add.		6/18/2004	
41 Olive-Harvey College	2008	Ford Escape (Forest Grn)	1FMCU9H7KKA423297	\$28,477	Chicago, Illinois	CC3905		34,702 Add.		6/11/2008	
CITY COLLEGES OF CHICAGO VEHICLE INVENTORY (page 2 of 2)											
College	Year	Vehicle	VIN Number	Cost New	Garage Location	Fleet Mgmt. ID #	Title	Odometer	Add./Del.	Date	Comment
42 Olive-Harvey College	2008	Ford Escape (Black Pearl)	1FMCU9H7KKA423296	\$29,670	Chicago, Illinois	CC3906	Yes	19,204 Add.		6/11/2008	
43 Olive-Harvey College	2008	Ford F-250 PU	1FTNE215H8E33934	\$25,783	Chicago, Illinois	CC3203	Yes	11,359 Add.		6/28/2008	

44	Olive-Harvey College	1979 Ford Econo	SIEE1229		\$11,400					Chicago, Illinois	CC2813	Yes	Add.			DONATED
45	Olive-Harvey College	1984 Ford F600	IFEDJ190JREFA3520Z		\$45,000					Chicago, Illinois	CC1501		Add.	609,754		
46	Olive-Harvey College	1990 Stuck Trailer	HSI2EE6BQLEF3Y51R4		\$5,100					Chicago, Illinois	CC 2811					
47	Olive-Harvey College	1991 Stuck Trailer	HSI2EE6BQLEF3Y51R4		\$5,100					Chicago, Illinois	CC1500			135,386		
48	Olive-Harvey College	1991 Intl. 4300 (IDOT TRK)	HFTSONSNGMZH381469		\$50,000					Chicago, Illinois	CC2404	Yes	Add.		10/0/2012	
49	Olive-Harvey College	1992 International School Bus	HHUVAZFPPNH4C6A112		\$50,000					Chicago, Illinois	CC2800	Yes	Add.		5/8/2008	
50	Olive-Harvey College	1992 Great Dane	HGRAV6Z2N8165122		\$50,000					Chicago, Illinois	CC2801	Yes	Add.		5/8/2008	
51	Olive-Harvey College	1992 Great Dane	HGRAV6Z2N8165992		\$50,000					Chicago, Illinois	CC2802	Yes	Add.		5/8/2008	
52	Olive-Harvey College	1993 Great Dane	HGRAV6Z2XP809758		\$50,000					Chicago, Illinois	CC2401	Yes	Add.		4/23/2006	donated
53	Olive-Harvey College	1984 Blue Bird 1200D School Bus	HBADDESAHSEFG60517		\$50,000					Chicago, Illinois	CC2815	Yes	Add.		1/20/2012	donated by Berger Transfer & Storage
54	Olive-Harvey College	1996 Kentucky Trailer	HKVEAB82ZLLT104459		\$50,000					Chicago, Illinois	CC2716	Yes	Add.		9/16/2013	donated by Ozinga
55	Olive-Harvey College	2000 Kenworth Cement Truck	HNKVLU0XG5TR859721		\$50,000					Chicago, Illinois	CC9000	Yes	Add.		5/4/2007	
56	Olive-Harvey College	2001 Ford Ambulance	HFUAACGS82LJB6244		\$24,000					Chicago, Illinois	CC2715	Yes	Add.	non-oper.		
57	Olive-Harvey College	2002 Freightliner	HFUAACGS82LJB6244		\$24,000					Chicago, Illinois	CC2715	Yes	Add.	28,291 Add	1/31/2011	donated by 1st Response EMT, Inc..
58	Olive-Harvey College	2003 Ford E350 Ambulance	HFDFWBS3CFXA-19151		\$30,500					Chicago, Illinois	CC9001	Yes	Add.	non-oper.	5/8/2008	DONATED
59	Olive-Harvey College	2003 Freightliner	HFUEBCGG13LK9187		\$30,500					Chicago, Illinois	CC2712	Yes	Add.	non-oper.	5/8/2008	
60	Olive-Harvey College	2005 Freightliner	HFUAAGCK4SLNN8037		\$59,500					Chicago, Illinois	CC2709	Yes	Add.		5/8/2008	
61	Olive-Harvey College	2005 Freightliner	HFUAAGCK4SLNN8046		\$59,500					Chicago, Illinois	CC2710	Yes	Add.		5/8/2008	
62	Olive-Harvey College	2005 Freightliner	HFUAAGCK4SLNN8031		\$59,500					Chicago, Illinois	CC2711	Yes	Add.		5/8/2008	
63	Olive-Harvey College	2005 Freightliner	HFUAAGCK4SLNN8034		\$59,500					Chicago, Illinois	CC2711	Yes	Add.		5/8/2008	
64	Olive-Harvey College	2005 Freightliner	HFUAAGCK4SLNN8028		\$59,500					Chicago, Illinois	CC2713	Yes	Add.		5/8/2008	
65	Olive-Harvey College	2012 Ford E350	FBSSSB16CA9AZ275		\$27,743					Chicago, Illinois	CC3501	Yes	Add.		6/4/2012	LEASE
66	Olive-Harvey College	2013 Ford E350 Economy Van	FBNME3BL4DDA99246		\$22,500					Chicago, Illinois	CC3501	Yes	Add.	15,620 Add	4/28/2014	purchased from Enterprise
67	Olive-Harvey College	2013 Ford E350 Economy Van	FBNME3BL4DDA99107		\$22,500					Chicago, Illinois	CC3927	Yes	Add.	19,484 Add	4/28/2014	purchased from Enterprise
68	Tritman College	2015 Ford E-250 Super Cab Pickup	FFJ1ZXBBBFEC39882		\$35,186					Chicago, Illinois	CC3902	Yes	Add.	60,884 Add.	7/1/2006	
69	Tritman College	2008 Ford Escape	FHMCLSHBHFK424143		\$22,675					Chicago, Illinois	CC3907	Yes	Add.	14,309 Add	1/24/2007	
70	Tritman College	2014 Ford Explorer	FPMKR8ARXEGB6224		\$24,454					Chicago, Illinois	CC3926	Yes	Add.			
71	Tritman College	2009 Ford Econoline Wgn E-350	FBESS3119DA91500		\$22,242					Chicago, Illinois	CC3504	Yes	Add.	4,137		
72	Winthrop College	1994 GMC Pick-Up	IGTHK34NIRES0089		\$17,019					Chicago, Illinois	CC3205	Yes	Add.	19,250		
73	Winthrop College	1984 GMC Pick-Up	IGTHK34NIRES01051		\$13,466					Chicago, Illinois	CC3206	Yes	Add.	29,877	7/4/83	
74	Winthrop College	2011 Ford F250 PU	HTBFEB81BECA8804		\$28,732					Chicago, Illinois	CC3204	Yes	Add.	8		
75	Winthrop College	2014 Ford Explorer	FPMKR8ARXEGB65236		\$24,454					Chicago, Illinois	CC3925	Yes	Add.	34,090 Add.	9/30/2013	
TOTAL COST																
</																

**DEPARTMENT OF FLEET & FACILITY MANAGEMENT
FLEET OPERATIONS
EQUIPMENT ASSESSMENT SIGN-OFF**

The Department of Fleet Management is currently repairing the equipment identified below for your specific **agency / department** _____
The cost of repairs to this unit has reached a threshold of \$3,500.00 which requires sign off by an authorized agent from your agency / department.
The following is presented:

VEHICLE # _____
YEAR / MAKE / MODEL _____
CURRENT ESTIMATED MARKET VALUE \$ _____

ESTIMATED COST OF REPAIR (Detailed Assessment Attached)

LABOR \$ _____
PARTS \$ _____
TOTAL \$ _____

Comments:

ESTIMATE PREPARED BY: _____

	DFM Signature	Date
NAME _____	TITLE: _____	

AGENCY / DEPARTMENT SIGN OFF & AUTHORIZATION

NAME _____ **DATE** _____

TITLE _____ **DEPT.** _____

☐ **Approved**

☐ **Disapproved**

If Disapproved

Junk:

☐ **Yes**

☐ **No**

☐ **Other :**

EXHIBIT D

Department of Fleet & Facility Car Washes

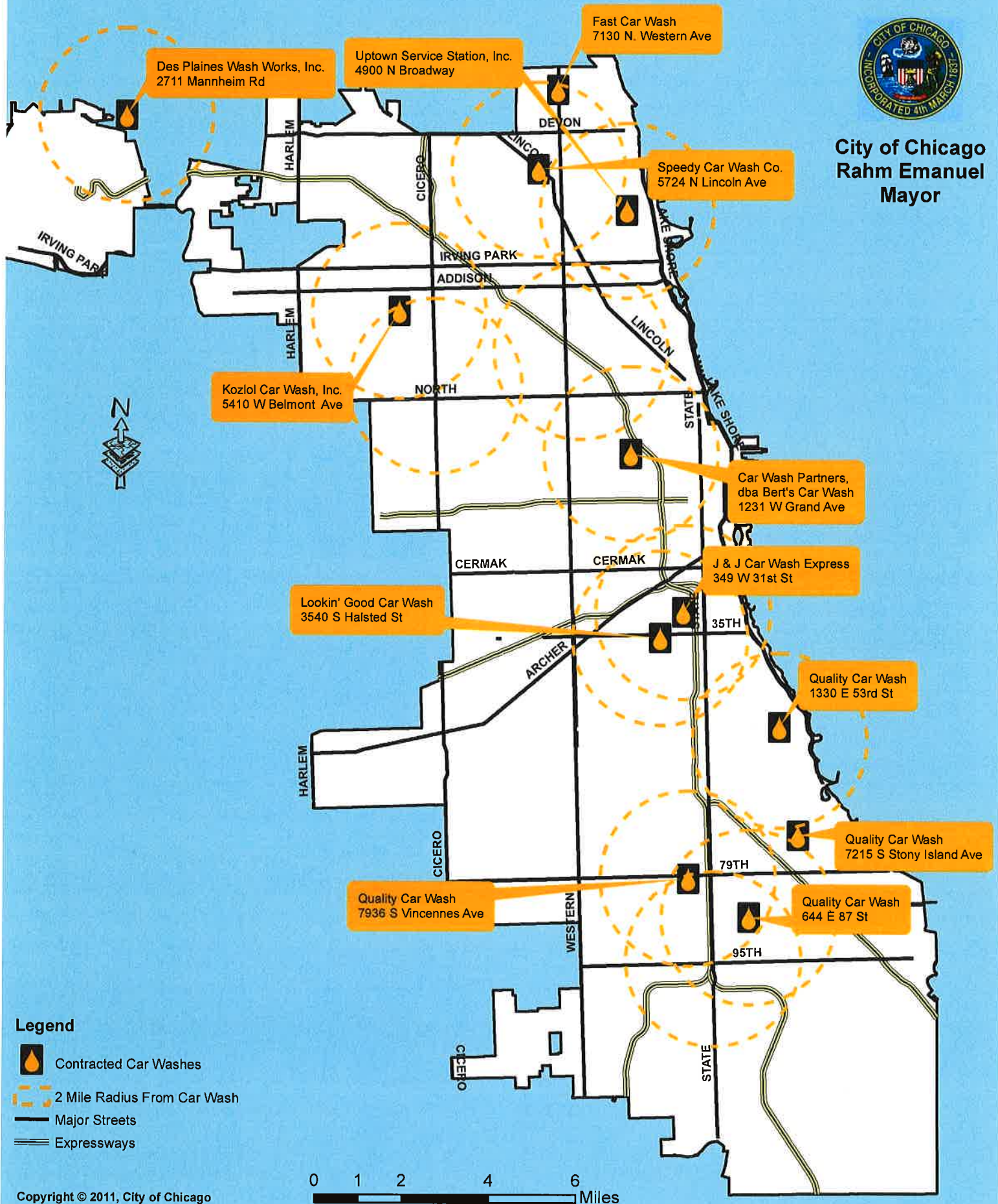
2013

- 1) Des Plaines Wash Works, Inc. – 2711 Mannheim Road
- 2) Uptown Service Station, Inc. – 4900 N. Broadway
- 3) Fast Car Wash – 7130 N. Western Avenue
- 4) Speedy Car Wash Co. – 5724 N. Lincoln
- 5) Koziol Car Wash, Inc. – 5410 W. Belmont Avenue
- 6) Car Wash Partners, dba Bert's Car Wash – 1231 W. Grand Avenue
- 7) J&J Car Wash Express – 349 W. 31st Street
- 8) Look'in Good Car Wash – 3540 S. Halsted
- 9) Quality Car Wash – 1330 E. 53rd Street
- 10) Quality Car Wash – 7215 S. Stony Island Avenue
- 11) Quality Car Wash – 7936 S. Vincennes Avenue
- 12) Quality Car Wash – 644 E. 87th Street

Department of Fleet Management Car Washes



City of Chicago
Rahm Emanuel
Mayor





DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
CITY OF CHICAGO

Exhibit E-1

2FM Representative

Anthony Pascente
Deputy Commissioner
30 North LaSalle, Room 300
Chicago, IL 60602

Email: Anthony.Pascente2@cityofchicago.org

Phone: 312-744-7709



Exhibit E-2

City Colleges of Chicago Representative

Robert Graham II
Director of Auxiliary Services
City Colleges of Chicago
226 W. Jackson Blvd.
10th Floor
Chicago, IL 60606

312-553-2553
rgraham24@ccc.edu

ORIGINAL

Fuel Supply and Equipment Maintenance and Repair Agreement
By And Between
The City of Chicago
By and Through
Its Department of Fleet and Facility Management
And
The City Colleges of Chicago

This Fuel Supply and Equipment Maintenance and Repair Agreement (the "**Agreement**"), is made and entered into as of October 1, 2015 by and between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet and Facility Management ("**2FM**"), and the City Colleges of Chicago ("**CCC**"), a municipal corporation.

RECITALS:

WHEREAS, CCC wishes to purchase fuel and other ancillary liquids from the City; and

WHEREAS, CCC desires to have access to the City's fueling sites and the City desires to give CCC access to its fueling sites; and

WHEREAS, gas cards will be used to control fuel usage and for invoicing; and

WHEREAS, CCC desires 2FM to maintain and repair certain CCC Equipment (as hereinafter defined) on a regular basis (such maintenance and repair work as detailed in Article Three is defined herein as the "**Work**"); and

WHEREAS, each and every time Work is performed on any piece of Equipment, 2FM will prepare a detailed work order to document the parts and labor for the Work performed; labor hours for Work performed will be billed at the agreed upon shop rate of One Hundred Fifteen Dollars (\$115.00) per hour, and parts used in a Work assignment will be billed to CCC at the invoiced cost to 2FM; and

WHEREAS, 2FM's authority to execute this agreement is stated at City Municipal Code Section 2-51, and the CCC Board of Directors has authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Article One: Incorporation of Recitals

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

Article Two: Fuel and Services

2.01 Prior to the execution of this Agreement, CCC will provide the City with copies of all documents evidencing title to City Colleges' vehicles. CCC shall provide the City with reasonable access to its books and records relating to all vehicles which are owned and operated by CCC and which are utilizing the City's fueling system in accordance with the terms of this Agreement.

2.02 CCC shall have access to all of the City's fueling sites, which are listed on **Exhibit A** attached hereto, throughout the Term of this Agreement.

2.03 The cost of unleaded and diesel fuels shall be the cost of such fuels to the City, including all applicable taxes, plus an additional charge of 35 cents per gallon (the charge of 35 cents per gallon shall be referred to as the "**Per Gallon Charge**"). The Per Gallon Charge shall cover the costs of transmission fluid, oil, antifreeze and windshield wiper solvent provided to CCC's vehicles.

2.04 The City shall issue a gas card to those individuals designated by CCC. Upon the initial issuance of a card or the issuance of a replacement card, CCC shall pay the City a non-refundable fee of \$15 per card

2.05 Within 30 days after the end of each month, the City shall send a statement to CCC which details fuel consumption by vehicle for such month and will also state the amount of fuel consumed by CCC to date (the "**Monthly Statement**"). Independent reports for unleaded and diesel fuel usage will be provided. CCC will pay all invoices submitted by 2FM within 30 days from the invoice date. If CCC fails to pay an invoice then the City may cease service and terminate this Agreement by providing written notice to CCC. Unpaid invoices over 60 days shall result in a 1.5% late fee on any outstanding balance, or the maximum allowed by law.

Article Three: The Work

3.01 Equipment

Exhibit B lists the CCC equipment (the “**CCC Equipment**” or “**Equipment**”) subject to this Agreement. CCC reserves the right to add and/or delete mutually agreed upon units to the Equipment list stated in Exhibit B.

3.02 Work Transition Dates/Prior Contracts

2FM will begin performing Work on the Equipment on a mutually agreed upon date.

3.03 Description of Work

- (a) Small Repairs, Routine Maintenance. 2FM will perform small repairs, routine maintenance, wash services, and preventative maintenance on Equipment as requested by CCC or, when the CCC otherwise approves a 2FM work order for the Work desired.
- (b) Large Repairs. If large repairs on a unit of Equipment are indicated (either by request of CCC or by recommendation of 2FM), then a specific document in the form of **Exhibit C** authorizing large repairs must be signed by the designated CCC representative. For purposes of this section, “**large repairs**” are repairs to a unit of Equipment costing individually or in the aggregate Three Thousand Five Hundred Dollars (\$3,500) or more by 2FM’s good faith estimate.
- (c) Description of Repairs. 2FM is prepared to provide full service Work to CCC. Work on Equipment may include, but not be limited to, maintenance and repairs to mechanical components, engines, body work, glass, electrical systems, hydraulic systems and tires, and other Work, and may include repair and/or replacement of parts. All Work will be performed by trained service technicians.
- (d) Subcontracted Work. 2FM has several subcontracts with vendors to perform various types of repair work on vehicles. If the Work that is required on CCC Equipment is Work that 2FM has subcontracted to a vendor, such vendor may perform the required Work on CCC Equipment. 2FM will pass-through the charges for the Work performed by subcontracted vendors to the CCC at the contracted service price per unit including parts plus a five percent (5%) administrative fee. 2FM will bill for such passed-through charges as a part of its regular billing to CCC. CCC reserves the option to subcontract with vendors other than the City of Chicago to perform various types of repair work on vehicles, for which CCC will directly pay the vendor. 2FM will inform CCC of any unusual P.M. (preventative maintenance) notifications as they occur.

- (e) Cost of Work. All labor hours for Work performed will be billed utilizing the agreed upon shop rate of One Hundred Fifteen Dollars (\$115.00) per hour (the “**Shop Rate**”). 2FM will review its Shop Rate on an annual basis and decide whether to adjust the Shop Rate to reflect increases in 2FM’s labor costs or other associated costs with performing the Work. The effective date of any changes shall be January 1st of the following year. If there is a change in the Shop Rate, CCC reserves the right to terminate within one hundred eighty (180) days of the effective new date of such Shop Rate change with no increase to the originally agreed Shop Rate.
- (f) Scheduling and Priorities. 2FM reserves the right to control and adjust the scheduling of any Work and the priority of any specified Work. Consistent with its overall scheduling and priority requirements as a City Department, 2FM will use its best efforts to perform all Work in a timely manner. CCC must provide 2FM with a current Daily Equipment Requirement Listing.
- (g) Delivery and Pick-up. Unless otherwise agreed to by 2FM, CCC will be responsible for delivery of Equipment to 2FM’s maintenance locations and will be responsible for pick-up of Equipment when Work is completed. CCC, however, reserves the right to invoke the provisions stated in paragraphs 3.09 and 3.10. CCC will be responsible for delivery, coordination and shuttle for these purposes as appropriate and as determined by CCC. Shuttle and delivery of CCC Equipment to and from the outside vendors from 2FM facilities will be the responsibility of 2FM.

3.04 Wash Service; Contract Commercial Locations.

Upon development of policies and guidelines for this purpose, and at CCC’s option, CCC may utilize 2FM’s account at the various commercial wash service locations in the City under contract with 2FM and listed in **Exhibit D** for cars and smaller trucks. If CCC uses this service, 2FM will pass-through the wash service charges, to CCC at the contracted wash service price per unit plus a five percent (5%) administrative fee. 2FM will bill for such passed through charges as a part of its regular billing to CCC. 2FM’s billing for this service must include the vehicle’s ID number [V.I.N.] and the name and badge number of the CCC employee who delivers a vehicle for wash service.

3.05 Emissions Testing/Other Governmental Requirements.

As owner of the Equipment, CCC is responsible for meeting emission test requirements and other governmental requirements applicable to its non-revenue Equipment. 2FM has no responsibility or duty under this Agreement for emission testing or other owner responsibilities.

If Equipment fails to meet emission test requirements, then 2FM will repair any such Equipment to a 2FM work order approved by CCC and under the provisions of this Agreement.

3.06 Parts.

On June 7, 2000, the City Council approved an ordinance authorizing an agreement between 2FM and Genuine Parts Company doing business as NAPA Auto Parts ("NAPA") for parts supply and parts management. Subsequently, on September 24, 2014 the contract was modified to provide an extension through September 30, 2017.

NAPA performs the parts inventory supply management and delivery functions. 2FM will charge CCC for parts used in the Work on a pass-through basis, dollar-for-dollar. Charges to CCC will include a five percent (5%) mark-up to cover administrative fees and consumable materials used in the performance of maintenance and/or repair services. Such consumable products typically include items such as aerosol lubricants/cleaners, rags, oil absorbents, et cetera.

3.07 Road Service.

2FM will provide road service for CCC Equipment at the agreed upon Shop Rate plus one-half hour travel time for each road service call performed by one technician.

3.08 Towing.

At the option of CCC, 2FM will provide towing services for disabled Equipment. Towing services will be provided by 2FM's regular private contractor towing services under contract with 2FM. The contract cost for towing will be passed-through to CCC, dollar-for-dollar. Charges to CCC will be based on vendor invoice plus a five percent (5%) mark-up to cover administrative fees. 2FM will bill for such passed through charges as a part of its regular billing to CCC. 2FM will provide CCC with current contract pricing for such tows. 2FM will update price lists as changes occur.

3.09 Defective Workmanship.

- (a) CCC Inspection. CCC agrees to promptly inspect completed Work within seven (7) days and to promptly bring Re-Work to 2FM's attention. 2FM agrees to make a good faith determination whether any Work is a new assignment or Work which qualifies as Re-Work. Re-Work will be performed by 2FM at no cost to CCC.
- (b) Cooperation. Both 2FM and CCC agree that they will work in good faith and harmony and with full cooperation to resolve any issues arising from or out of Re-Work.

3.10 Manufacturer Recall.

Upon receipt of notification of manufacturer's recall from CCC, 2FM will coordinate the manufacturer's recall work through its respective dealership network.

3.11 Representatives/Dispute Resolution.

- (a) Representatives. 2FM's representative to administer this Agreement is named in **Exhibit E-1** (the "**2FM Representative**"). CCC's representative to administer this Agreement is named in **Exhibit E-2** (the "**CCC Representative**"). Both 2FM and CCC will also appoint an Alternate Representative to serve in the event the Primary Representative is unable to serve.
- (b) Dispute Resolution. If the 2FM Representative and the CCC Representative cannot agree on a resolution of issues arising from or out of this Agreement, including but not limited to:
 - (i) Work within the scope of this Agreement;
 - (ii) Work Scheduling;
 - (iii) Charges for Work;
 - (iv) Re-Work;
 - (v) Charges for Re-Work;
 - (vi) Work Priorities; and
 - (vii) Work under manufacturer's or dealer's warranty;

then, the 2FM Representative will promptly report any such disagreement to the Commissioner of 2FM (the "**Commissioner**") and the CCC Representative will promptly report to the CCC Vice Chancellor of Administrative and Procurement Services. The Commissioner and the Vice Chancellor are responsible for promptly resolving any such disagreement in good faith and in a cooperative manner.

Article Four: Funding

4.01 Beginning one month after the mutually agreed start date, CCC will pay all invoices submitted by 2FM within thirty (30) days from the invoice date. If CCC fails to pay an invoice, then the City may cease the Work and terminate this Agreement by providing written notice to CCC. Unpaid invoices over sixty (60) days shall result in a one and five-tenths percent (1.50%) late fee on any outstanding balances.

4.02 Within thirty (30) days after execution of this Agreement, or such longer period of time as agreed to by the Commissioner, CCC will provide 2FM with copies of all active warranties for the Equipment and the duration of the warranties. If 2FM discovers that the Work to be done on a certain piece of Equipment is covered by a warranty, 2FM will notify CCC of such warranty, and 2FM and CCC will decide at that time how the Work will be performed. If the Work is performed on Equipment under a warranty by an entity other than 2FM, 2FM reserves the right to inspect such Work after it is performed. 2FM shall not be responsible for Work that is performed on Equipment which may violate or terminate a warranty on such piece of Equipment, if 2FM does not know such warranty exists.

4.03 CCC will provide 2FM with reasonable access to records relating to the Equipment as requested by 2FM. 2FM will provide CCC with read-only access to its M4 computer system (2FM maintenance database). CCC will provide terminals and data lines for this purpose.

Article Five: Term

5.01 The term of the Agreement shall commence on the date of its execution and shall expire on **June 30, 2020** (the “**Extension Date**”).

5.02 Either party may terminate this Agreement upon ninety (90) days prior written notice to the other.

Article Six: Consent

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven: Notice

Notice to the CCC shall be
addressed to:

Vice Chancellor of Administrative and
Procurement Services
City Colleges of Chicago

226 West Jackson Boulevard
Chicago Illinois 60606

Notice to the City shall be
addressed to:

Commissioner
Department of Fleet and Facility
Management (2FM)
30 North La Salle Street, Room 300
Chicago, Illinois 60602

and

Corporation Counsel
City Hall, Room 600
121 North La Salle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above will be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) above will be deemed received on the day immediately following deposit with the overnight courier and if sent pursuant to clause (d) above will be deemed received two (2) days following deposit in the mail.

Article Eight: Assignment; Binding Effect

8.01 This Agreement or any portion thereof may not be assigned by either party without prior written consent of the other party.

8.02 This Agreement shall inure to the benefit of and shall be binding upon the City, CCC and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine: Modification

This Agreement may not be altered, modified, or amended except by written instrument signed by all of the parties hereto.

Article Ten: Compliance With Laws

The parties hereto will comply with all federal, state, and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven: Governing Law and Severability

This Agreement is governed by the laws of the State of Illinois. If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, then such circumstance will have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part hereof.

Article Twelve: Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original.

Article Thirteen: Entire Agreement

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

Article Fourteen: Authority

Execution of this Agreement by 2FM is authorized by Section 2-51 of the City Municipal Code. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen: Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of 2FM or CCC shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving 2FM and CCC.

Article Seventeen: Construction of Words

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter and the feminine form shall include masculine and neuter.

Article Eighteen: No Personal Liability

No member, official, employee or agent of 2FM or CCC shall be individually or personally liable in connection with this Agreement.

Article Nineteen: Insurance

19.01. Both CCC and 2FM understand and agree that both parties are self-insured.

19.02. To the extent permitted by law, CCC may self-insure for 2FM's insurance requirements:

- (a) Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for accident or illness.
- (b) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability.
- (c) When any motor vehicles (owned and hired) are used in connection with Work to be performed, CCC shall provide Automobile Liability Insurance with limits of

not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

Article Twenty: Mutual Indemnification

20.01 2FM hereby agrees to indemnify and hold harmless CCC and its directors, officers and employees (the "CCC Indemnities") from and against any and all liabilities, losses, damages, fines, or expenses, including reasonable attorneys' fees, suffered by, or accrued or brought against CCC Indemnities resulting from or arising out of any claim, lawsuit, demand, loss, settlement or judgment, of any nature whatsoever, brought by any person or party arising out of or with respect to the services provided hereunder, or any failure of performance, negligent performance or wrongful performance of 2FM or its directors, officers, employees, agents or subcontractors hereunder.

20.02 CCC hereby agrees to indemnify and hold harmless the City, 2FM and their respective officials, its directors, officers and employees (the "2FM Indemnities") from and against any and all liabilities, losses, damages, fines, or expenses, including reasonable attorneys' fees, suffered by, or accrued or brought against 2FM Indemnities resulting from or arising out of any claim, lawsuit, demand, loss, settlement or judgment, of any nature whatsoever, brought by any person or party arising out of or with respect to the services provided hereunder, or any failure of performance, negligent performance or wrongful performance of CCC or its directors, officers, employees, agents or subcontractors hereunder.

In Witness Whereof, each of the parties has caused this Agreement to be executed and delivered as of the date first written above.

City of Chicago, Illinois by and through the
Department of Fleet and Facility Management (2FM)

B

Department of Fleet and Facility Management (2FM)

City Colleges of Chicago

Charles R. Middleton, Chairman of the Board of Trustees

APPROVED AS TO LEGAL FORM

Dated: 10/1, 2015

By:

Eugene L. Munin
General Counsel, City Colleges of Chicago

Date

Schedule of Exhibits

<u>Exhibit</u>	<u>Description</u>
A	List of City Fueling Sites
B	List of CCC Equipment
C	2FM form for authorizing large repairs
D	2FM Wash Service locations
E-1	2FM Representative
E-2	CCC Representative

EXHIBIT A

**Department of Fleet Management-Fuel Management Division
All City-Wide Fueling Facilities**

Service	SITE NUM	Site Address	Ward	Fuel Types Available	Hrs of Operation
60642	FS001	1685 N. Throop St	32nd	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60626	FS002	6445 N. Ravenswood	40th	Unleaded, Diesel, E85	7am – 11pm Closed all Holidays
60624	FS003	4233 W. Ferdinand	28th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr Closed All Holidays
60609	FS004	3746 S. Iron	11th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60630	FS005	4833 W. Sunnyside	45th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60617	FS006	10101 S. Stony Island	7th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60643	FS008	10420 S. Vincennes	19th	Unleaded, Diesel, E85	7am – 11pm Closed all Holidays
60621	FS009	25 West 65 th Street (Corner of 65th/State)	20th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr Closed All Holidays
60618	FS205	3245 N. Campbell	47th	Unleaded, E85	7 Day / 24 Hr

CITY COLLEGES OF CHICAGO
VEHICLE INVENTORY (page 1 of 2)

College	Year	Vehicle	VIN Number	Cost New	Garage Location	Fleet Mgmt. ID #	Title	Odometer	Add/Del	Date	Comment
1 District Office	2008	Toyota Prius (Green)	JTDKEZOU83352194	\$25,952	Chicago, Illinois	CC1001	Yes	60,990	Add		
2 District Office	2008	Toyota Prius (Black)	JTDKGZOU8335317	\$25,952	Chicago, Illinois	CC1002	Yes	56,550	Add		
3 District Office	2010	Ford Focus	1FMCU4K3AKA818591	\$29,944	Chicago, Illinois	CC3900	Yes	38	Add	12/3/2009	
4 District Office	2009	Subaru Forester	3C5SD142238950432	\$27,030	Chicago, Illinois	CC1005	Yes	10,142	Add	4/28/2009	
5 District Office	2013	Ford Econoline Sports Van	1FBNE3B12D0A01999	\$25,219	Chicago, Illinois	CC3505	Yes	39,354	Add	7/11/2014	purchased from Enterprise
6 District Office	2013	Ford Econoline Sports Van	1FBNE3B1XCDA77704	\$25,219	Chicago, Illinois	CC3506	Yes		Add	9/4/2014	purchased from Enterprise
7 Daley College	1994	GMC Sierra	1GTHK34NKE631731	\$14,949	Chicago, Illinois	CC3209	Yes	12,351			
8 Daley College	2002	Ford Explorer	1FMYU60E2U090929	\$20,600	Chicago, Illinois	CC3910	Copy	81,203			
9 Daley College	2008	Ford Explorer	1FMCU49H78KA49884	\$25,304	Chicago, Illinois	CC3901	Yes	48,285	Add	4/27/2007	
10 Daley College	2012	Ford Super Duty PU	1FTRF3D62CEBA4211	\$32,839	Chicago, Illinois	CC3210	Yes	640	Add	5/14/2012	
11 Daley College	2013	Ford Expl. Police Interceptor	1FMSK3AR6DGA51118	\$25,896	Chicago, Illinois	CC3923		1,053	Add	6/18/2012	
12 Daley/AVI	2001	Ford Explorer	1FMYU60E71UC38802	\$22,955	Chicago, Illinois	CC3911		22,813			
13 Daley/AVI	2004	Ford Super Duty PU	1FTNF21L34ED05669	\$27,193	Chicago, Illinois	CC3200	Yes	628	Add	6/22/2004	
14 Daley/AVI	2014	Ford Expl. Police Interceptor	1FMSK3AR1EGA65235	\$25,896	Chicago, Illinois	CC3924	Yes				
15 Kennedy-King College	2003	Ford Explorer XLS	1FMYU62K03JA20531	\$24,000	Chicago, Illinois	CC3912	Yes	14,550			
16 Kennedy-King College	2003	Ford Explorer XLS	1FMYU62K03JA20530	\$24,000	Chicago, Illinois	CC3913	Yes	11,088			
17 Kennedy-King College	2007	Ford Escape	1FMCU59H7KA42144	\$27,675	Chicago, Illinois	CC3903	Yes	65,112	Add		
18 Kennedy-King College	2007	Ford Escape	1FMCU59H7KA42145	\$27,675	Chicago, Illinois	CC3904	Yes	65,830	Add	7/11/2006	
19 Kennedy-King College	2008	Ford F-250 PU	1FTNE21508EE35333	\$25,753	Chicago, Illinois	CC3207	Yes	4,084	Add	7/11/2006	
20 Kennedy-King College	2013	Ford Expl. Police Interceptor	1FMSK3AR6DGA51119	\$25,896	Chicago, Illinois	CC3921	Yes		Add		
21 Kennedy-King College	2013	Ford Expl. Police Interceptor	1FMSK3AR6DGA51120	\$25,896	Chicago, Illinois	CC3922	Yes		Add	5/18/2012	
22 Dawson Technical Inst.	1984	International 4000 SERIS	1H1SDAAN1H333399	\$75,000	Chicago, Illinois		Yes		Add	7/10/2014	Donation from ComEd
23 Dawson Technical Inst.	2001	International 4000 SERIS	1H1TWAAR53J068093	\$75,000	Chicago, Illinois		Yes		Add	7/10/2014	Donation from ComEd
24 Dawson Technical Inst.	2003	International 4000 SERIS	1H1TWAAR53J068093	\$75,000	Chicago, Illinois	CC3300	Yes	1,190	Add	5/18/2012	Donation from ComEd
25 Washburne Culinary Inst.	2003	Dodge Sprinter Cargo Van	WJ2YD74233568780	\$42,760	Chicago, Illinois	CC3301	Yes		Add		
26 Washburne Culinary Inst.	2013	Mitsubishi FE 160	JLGBNEJADU002122	\$65,085	Chicago, Illinois	CC3302	Yes	52,343	Add	4/26/2004	
27 WYCC	1998	Chevy Venture	1GN0X03E1WD215352	\$17,847	Chicago, Illinois	CC3302	Yes		Add		
28 WYCC	2004	Ford Explorer	1FMYU62K03JA20531	\$25,896	Chicago, Illinois	CC3301	Yes	10,628	Add		
29 WYCC	2005	Dodge Sprinter Van	WJ2PD74455753319	\$33,562	Chicago, Illinois	CC3301	Yes	3,052	Add	10/27/2003	
30 WYCC	2013	Ford E350	1FBS33B1LDDA43705	\$28,453	Chicago, Illinois	CC3905	Yes		Add	5/18/2005	
31 Malcolm X College	1996	Dodge Maxi Wagon	2B5WB332XTK145796	\$21,990	Chicago, Illinois	CC3301	Yes	37,695			
32 Malcolm X College	1997	Supreme Senator Bus	1GDUJ31J2V7011569	\$45,000	Chicago, Illinois	CC3402	Yes	21,867			
33 Malcolm X College	2004	Ford 250 Super Duty PU	3F-TNF-21L43M817946	\$35,000	Chicago, Illinois	CC3202	Yes	9,793	Add	5/31/2005	
34 Malcolm X College	2005	Dodge Grand Caravan	1D4GP24R35B323598	\$19,573	Chicago, Illinois	CC3602	Yes	44,785	Add	9/28/2005	
35 Malcolm X College	2005	Ford Supreme Mini Bus	1FDUE45578H404280	\$52,943	Chicago, Illinois	CC2403	Yes	20,182	Add	1/5/2006	
36 Malcolm X College	2008	Ford Explorer	1FMEUJ2E6RLA56211	\$29,453	Chicago, Illinois	CC3915	Yes	33,340	Add		
37 Malcolm X College	2009	Saturn Vue Hybrid	3GSC1392693597925	\$27,280	Chicago, Illinois	CC1004	Yes	2,512	Add	5/26/2009	
38 Olive-Harvey College	1994	GMC Pick-Up	1GTHK34NKE631731	\$17,019	Chicago, Illinois	CC3208	Yes	195,486			
39 Olive-Harvey College	2003	Ford Explorer XLS	1FMYU62K03JA20538	\$24,000	Chicago, Illinois	CC3916	Yes	42,625			
40 Olive-Harvey College	2004	Ford Explorer	1FMYU62K03JA20537	\$24,000	Chicago, Illinois	CC3918	Yes	7,417	Add	5/18/2004	
41 Olive-Harvey College	2004	Ford Escape (Foreign Gr.)	1FMCU59H88E43297	\$28,477	Chicago, Illinois	CC3905		34,702	Add	5/17/2008	
CITY COLLEGES OF CHICAGO											
VEHICLE INVENTORY (page 2 of 2)											
College	Year	Vehicle	VIN Number	Cost New	Garage Location	Fleet Mgmt. ID #	Title	Odometer	Add/Del	Date	Comment
42 Olive-Harvey College	2008	Ford Escape (Black Pearl)	1FMCU59H98E43296	\$29,670	Chicago, Illinois	CC3906	Yes	19,204	Add	6/11/2008	
43 Olive-Harvey College	2008	Ford F-250 PU	1FTNF21508EE35934	\$29,783	Chicago, Illinois	CC3203	Yes	11,353	Add	6/26/2008	

EXHIBIT B

44	Oliver-Harvey College	1979	ST 4E	11FDX1229	\$11,400	Chicago, Illinois	CC2813	Yes	Add.	5/8/2008	DONATED	
45	Oliver-Harvey College	1994	Ford 9000	11FDX190JBEVA5207	\$45,000	Chicago, Illinois	CC1501					
46	Oliver-Harvey College	1990	Streck Trailer	11S12E96DLCE32104	\$5,100	Chicago, Illinois	CC 2811		609,784			
47	Oliver-Harvey College	1991	Streck Trailer	11S12E96SLME334162	\$5,100	Chicago, Illinois						
48	Oliver-Harvey College	1991	Intl 4800 (IDOT TRK)	11H1SDN5NM2MH31489	\$50,000	Chicago, Illinois	CC1500	Yes	135,386			
49	Oliver-Harvey College	1992	International School Bus	11HUA4ZFPMN4005412		Chicago, Illinois	CC2404	Yes	Add.	10/10/2012		
50	Oliver-Harvey College	1992	Great Dane	11GRAA9E23N6165122		Chicago, Illinois	CC2800	Yes	Add.	5/8/2008		
51	Oliver-Harvey College	1992	Great Dane	11GRAA9E23N6165992		Chicago, Illinois	CC2801	Yes	Add.	5/8/2008		
52	Oliver-Harvey College	1993	Great Dane	11GRAA9E2XPM009758		Chicago, Illinois	CC2802	Yes	Add.	5/8/2008		
53	Oliver-Harvey College	1994	Blue Bird T2000 School Bus	11BA4DDC34KRE061517		Chicago, Illinois	CC2815	Yes	Add.	1/23/2006	donated	
54	Oliver-Harvey College	1996	Kentucky Trailer	11KKE48Z2L104439		Chicago, Illinois	CC2716	Yes	Add.	1/20/2012	donated by Berger Transfer & Storage	
55	Oliver-Harvey College	2000	Kenworth Cement Truck	11KNW100X5TTHA889721		Chicago, Illinois	CC2716	Yes	Add.	9/16/2013	donated by Ozimga	
56	Oliver-Harvey College	2001	Ford Ambulance	11FDSS34XTHA88985	\$24,000	Chicago, Illinois	CC2715	Yes	donated	5/4/2007		
57	Oliver-Harvey College	2002	Freightliner	11FUJACCG382LJ96244		Chicago, Illinois	CC2715	Yes	non-oper. Add.	5/4/2007		
58	Oliver-Harvey College	2003	Ford E350 Ambulance	11FDWE35F3XHA19151	\$30,500	Chicago, Illinois	CC2714	Yes	28,291 Add.	1/31/2011	donated by 1st Response EMT, Inc.	
59	Oliver-Harvey College	2003	Freightliner	11FUJBCCG13LK391817	\$30,500	Chicago, Illinois	CC2712	Yes	non-oper. Add.	5/8/2008	DONATED	
60	Oliver-Harvey College	2005	Freightliner	11FUJACGK35L N83037	\$59,500	Chicago, Illinois	CC2712	Yes	non-oper. Add.	5/8/2008		
61	Oliver-Harvey College	2005	Freightliner	11FUJACGK35L N83046	\$59,500	Chicago, Illinois	CC2709	Yes	Add.	5/8/2008		
62	Oliver-Harvey College	2005	Freightliner	11FUJACGK35L N83031	\$59,500	Chicago, Illinois	CC2710	Yes	Add.	5/8/2008		
63	Oliver-Harvey College	2005	Freightliner	11FUJACG95L N83034	\$59,500	Chicago, Illinois	CC2711	Yes	Add.	5/8/2008		
64	Oliver-Harvey College	2012	Ford E350	11FUJACGK35L N83028	\$59,500	Chicago, Illinois	CC2713	Yes	Add.	5/8/2008		
65	Oliver-Harvey College	2012	Ford E350	11FBSS38L6CDA92275	\$27,743	Chicago, Illinois	CC3501	Yes	Add.	6/14/2012	LEASE	
66	Oliver-Harvey College	2013	Ford E350 Econoline Van	11FBNE38L4CDA99246	\$22,500	Chicago, Illinois	CC3528	Yes	15,620 Add.	4/28/2014	purchased from Enterprise	
67	Oliver-Harvey College	2013	Ford E350 Econoline Van	11FBNE38L1DDA99107	\$22,500	Chicago, Illinois	CC3927	Yes	19,464 Add.	4/28/2014	purchased from Enterprise	
68	Truman College	2015	Ford F250 Super Cab Pickup	11FTLTXB66FEC38062	\$35,165	Chicago, Illinois						
69	Truman College	2007	Ford Escape	11FMCU95H67QA42143	\$27,675	Chicago, Illinois	CC3802	Yes	60,864 Add.	7/7/12/2006		
70	Truman College	2008	Ford Escape	11FMCU95H67QA42143	\$27,675	Chicago, Illinois	CC3807	Yes	14,309 Add.	1/24/2007		
71	Truman College	2014	Ford Explorer	11FMSKAR9XEG6A65234	\$24,454	Chicago, Illinois	CC3826	Yes				
72	H. Washington College	2009	Ford Econoline Wgn E-350	11FBSS311LDA91500	\$22,242	Chicago, Illinois	CC3504	Yes	4,137			
73	Wright College	1994	GMC Pick-Up	11GTHK34NIRE530989	\$17,019	Chicago, Illinois	CC3205	Yes	19,250			
74	Wright College	1994	GMC Pick-Up	11GTHK34NIRE531051	\$13,466	Chicago, Illinois	CC3206	Yes	29,877			
75	Wright College	2011	Ford F250 PU	11FBF2B61BEA68804	\$28,732	Chicago, Illinois	CC3204	Yes	8			
76	Wright College	2014	Ford Explorer	11FMSKAR9XEG6A65236	\$24,454	Chicago, Illinois	CC3925	Yes	34,090 Add.	9/30/2013		
TOTAL COST					\$1,992,075							

EXHIBIT C**DEPARTMENT OF FLEET & FACILITY MANAGEMENT
FLEET OPERATIONS
EQUIPMENT ASSESSMENT SIGN-OFF**

The Department of Fleet Management is currently repairing the equipment identified below for your specific **agency / department** _____
The cost of repairs to this unit has reached a threshold of \$3,500.00 which requires sign off by an authorized agent from your agency / department.
The following is presented:

VEHICLE # _____
YEAR / MAKE / MODEL _____
CURRENT ESTIMATED MARKET VALUE \$ _____

ESTIMATED COST OF REPAIR (Detailed Assessment Attached)

LABOR \$ _____
PARTS \$ _____
TOTAL \$ _____

Comments:

ESTIMATE PREPARED BY: _____

NAME _____ **DFM Signature** _____ **Date** _____
TITLE: _____

AGENCY / DEPARTMENT SIGN OFF & AUTHORIZATION

NAME _____ **DATE** _____

TITLE _____ **DEPT.** _____

☐ **Approved**

☐ **Disapproved**

If Disapproved

Junk:

☐ **Yes**

☐ **No**

☐ **Other :**

EXHIBIT D

Department of Fleet & Facility Car Washes

2013

- 1) Des Plaines Wash Works, Inc. – 2711 Mannheim Road
- 2) Uptown Service Station, Inc. – 4900 N. Broadway
- 3) Fast Car Wash – 7130 N. Western Avenue
- 4) Speedy Car Wash Co. – 5724 N. Lincoln
- 5) Koziol Car Wash, Inc. – 5410 W. Belmont Avenue
- 6) Car Wash Partners, dba Bert's Car Wash – 1231 W. Grand Avenue
- 7) J&J Car Wash Express – 349 W. 31st Street
- 8) Look'in Good Car Wash – 3540 S. Halsted
- 9) Quality Car Wash – 1330 E. 53rd Street
- 10) Quality Car Wash – 7215 S. Stony Island Avenue
- 11) Quality Car Wash – 7936 S. Vincennes Avenue
- 12) Quality Car Wash – 644 E. 87th Street